



**SPECIAL CALLED MEETING  
RIVERBEND WATER RESOURCES DISTRICT  
PUBLIC NOTICE OF BOARD OF DIRECTORS' MEETING  
MONDAY, OCTOBER 7, 2024  
10:00 A.M.  
228 TEXAS AVENUE, SUITE A, NEW BOSTON, TX 75570**

*Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of the Riverbend Water Resources District will conduct a meeting; open to the public, on **Monday, October 7, 2024 at 10:00 a.m.**, at the Riverbend Water Resources District ("Riverbend") office, in the Conference Room located at 228 Texas Avenue, Suite A, New Boston, TX 75570.*

*The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices (Section 551.076); or discussing economic development matters (Section 551.087). If the Board of Directors makes a determination to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.*

**A G E N D A**

- I. CALL TO ORDER & ROLL CALL
- II. INVOCATION & PLEDGE
- III. PUBLIC COMMENTS

*The Board of Directors allows individuals to speak to the Board. Prior to the meeting, speakers must sign in on the public comment sheet. The time limit is five (5) minutes per speaker, subject to the provisions set forth under Section 551.007 of the Texas Government Code.*

- IV. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

The Board of Directors will consider, discuss, and if appropriate, take action on the following item(s):



**A. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to execute an interlocal agreement with the Ark-Tex Council of Governments (ATCOG) for submission of an application for a Defense Economic Adjustment Assistance Grant for funding for the Industrial Wastewater Facility.**

This item pertains to an interlocal agreement for ATCOG to assist Riverbend in submitting an application for a DEAAG grant for funding to go toward the proposed Industrial Wastewater Facility. The interlocal agreement would be to submit the application for the grant. Then, if successful, there would be another full management agreement between Riverbend and ATCOG for the administration of the grant. That would be a two-year agreement for \$50,000, but would come back to the board for approval, if the application for grant funding is successful. Staff recommends approval.

**Action Item:** Consider motion for approval of RESO 20241007-01 authorizing the Executive Director/CEO to execute an interlocal agreement with the Ark-Tex Council of Governments (ATCOG) for submission of an application for a Defense Economic Adjustment Assistance Grant for funding for the Industrial Wastewater Facility.

**B. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to execute a service contract with Red River Army Depot for analytical services.**

This agenda item pertains to the annual service contract RWRD typically has in place for analytical testing of waste water. Red River Army Depot has provided this service for a number of years. The current contract is to expire on October 11, 2024 and the new contract is scheduled to start on October 12, 2024. The testing we need provided is continual, so the contract needed to be signed so as not to allow an interruption in service. While the contract amount went up compared to last year, the funds to cover this cost increase are available in the FY25 budget. Staff recommends approval.

**Action item:** Consider motion for approval of RESO 20241007-02 authorizing the Executive Director/CEO to execute a service contract with Red River Army Depot for analytical services.

V. EXECUTIVE SESSION

*The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving*



*legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices (Section 551.076); or discussing economic development matters (Section 551.087). If the Board of Directors makes a determination to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.*

VI. NEXT REGULAR MEETING

Riverbend Regular Meeting, October 16, 2024 at 12:00 p.m. at Riverbend Offices,  
228 A Texas Avenue, New Boston, Texas 75570.

VII. ADJOURNMENT

Kyle Dooley

Kyle Dooley, Executive Director/ CEO  
Riverbend Water Resources District

\*Persons with disabilities who plan to attend the RWRD Board of Directors' meeting and who may need auxiliary aids or services are requested to contact the RWRD Administrative Offices at (903) 831-0091, as soon as possible. All reasonable efforts will be taken to make the appropriate arrangements.

**SPECIAL CALLED MEETING  
RIVERBEND WATER RESOURCES DISTRICT  
MONDAY, OCTOBER 7, 2024**

**AGENDA ITEM VI. A.  
RWRD RESO 20241007-01  
ATCOG Interlocal Agreement**



**RIVERBEND RESOLUTION NO. 20241007-01**

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE ARK TEX COUNCIL OF GOVERNMENTS FOR SUBMISSION OF AN APPLICATION FOR A DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT TO FUND THE CONSTRUCTION OF AN INDUSTRIAL WASTEWATER FACILITY**

**WHEREAS**, Riverbend Water Resources District (“Riverbend”) is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

**WHEREAS**, the Ark Tex Council of Governments (“ATCOG”) is a voluntary association of local governments established under state law for the purpose of promoting intergovernmental cooperation and strengthening units of local government. The primary goal of ATCOG is to improve the quality of life for all citizens of the region by providing resources, programs and services, along with coordinating funding; and

**WHEREAS**, Riverbend has a need to secure funding for construction of a new Industrial Wastewater Facility; and

**WHEREAS**, ATCOG has access to the resources necessary to apply for and manage a Defense Economic Adjustment Assistance Grant to assist Riverbend with funding.

**NOW, THEREFORE, IT IS RESOLVED** that the Executive Director/CEO is authorized to execute an interlocal agreement with the Ark-Tex Council of Governments for submission of an application for a Defense Economic Adjustment Assistance Grant for funding for the Industrial Wastewater Facility.

**PASSED AND APPROVED, this the 7<sup>th</sup> day of October 2024**

\_\_\_\_\_  
Lynn Davis, President

ATTEST:

\_\_\_\_\_  
Van Alexander, Secretary

Attached: Draft Interlocal Agreement with ATCOG



**INTERLOCAL COOPERATION AGREEMENT  
ARK-TEX COUNCIL OF GOVERNMENTS  
And  
– RIVERBEND WATER RESOURCES DISTRICT  
(DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT)**

This Agreement is made and entered into by and between Ark-Tex Council of Governments and Riverbend Water Resources District, pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and in consideration of the premises and the mutual promises, covenants and agreements contained herein.

**RECITALS**

**WHEREAS**, the Ark-Tex Council of Governments is a Regional Planning Commission and Political Subdivision of the State of Texas operating under Chapter 391, Texas Local Government code; and

**WHEREAS**, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, has a need to construct a new Industrial Wastewater Treatment Project to improve service capabilities to support Red River Army Depot meet the National Defense Strategy mission to provide ground combat and tactical systems sustainment maintenance operation; and

**WHEREAS**, the Ark-Tex Council of Governments has, or will, file an Application with the Office of the Governor, Texas Military Preparedness Commission, for a grant of construction funds to assist in the development and construction of a new Industrial Wastewater Treatment Plant; and

**WHEREAS**, the Ark-Tex Council of Governments, as a regional planning commission has received and administered numerous grants to enhance the regional economy; and

**WHEREAS**, Riverbend Water Resources District desires to use the staffing and grant administration expertise of Ark-Tex Council of Governments to assist in complying with the terms of the Office of the Governor, Texas Military Preparedness Commission Defense Economic Adjustment Assistance Grant for the Industrial Wastewater Treatment Plan for Riverbend Water Resources District.

**NOW THEREFORE**, it is agreed by and between Riverbend Water Resources District and Ark-Tex Council of Governments as follows:

1. Ark-Tex Council of Governments agrees to disburse to Riverbend Water Resources District grant funds received from the Defense Economic Adjustment Assistance Grant for the Industrial Wastewater Treatment Plant in accordance with the terms of the grant.
2. Ark-Tex Council of Governments agrees to administer the grant funds in accordance with the terms of the grant and all applicable statutes, regulations, and rules regarding use of the grant funds.
3. Ark-Tex Council of Governments agrees to competitively procure the services, materials, labor, equipment and related items in accordance with the laws of the State of Texas and the program regulations and rules as may be applicable, and in the absence of such statutes, rules and regulations, in accordance with the requirements applicable to Ark-Tex Council of Governments, for acquisition of such services, materials and equipment.
4. Riverbend Water Resources District agrees to provide program oversight and administrative support to ensure that the terms of the grant are fully complied with. In this regard, Riverbend Water Resources District agrees to produce any and all reports required by the grant program and to present the same to Ark-Tex Council of Governments for approval and execution and submittal to the Texas Military Preparedness Commission.
5. In order to meet the requirements and conditions of the grant, Riverbend Water Resources District agrees to provide funds, including match funding requirements, for the Defense Economic Adjustment Assistance Grant award. Funds are to be reimbursed based on a cost reimbursement as per award details.

6. Ark-Tex Council of Governments will ensure that all documents related to reimbursement comply with the award document(s).
7. The term of this agreement shall be for a period of three {3} years commencing upon its approval by the later of the parties to execute the same and continue until award is closed out..
8. Each party paying or receiving credit for payment must make those payments or receive credits from current revenues available to that party.
9. This Agreement shall be governed exclusively by the laws of the State of Texas and the laws of the United States of America, where applicable.
10. In construing this Agreement, neither of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same.
11. The parties to this Contract are Independent Contractors. No party shall exercise control over either the performance of the other party or the employees of any other party; and no party shall be deemed to be the agent, employee or representative of any other party.
12. The parties designate the following persons as their respective representatives for any communications pertaining to this Agreement:
 

ARK-TEX COUNCIL OF GOVERNMENTS Attn: EXECUTIVE DIRECTOR 4808 ELIZABETH STREET TEXARKANA, TEXAS 75503	RIVERBEND WATER RESOURCES DISTRICT Attn: EXECUTIVE DIRECTOR/CEO 228a TEXAS AVENUE NEW BOSTON, TEXAS 75570
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13. Should any portion of this Agreement be determined or declared invalid, illegal, or unenforceable for any reason, the remaining portions hereof shall remain in full force and effect as though the invalid, illegal or unenforceable portions were not contained herein.
14. This Agreement may be amended only by a written document signed by the duly authorized representatives of the parties hereto.
15. This Agreement and/or the rights and obligations of the parties may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld; however, this provision shall not and does not prohibit Riverbend Water Resources District from contracting with third parties to provide the services, materials, labor and equipment necessary to fulfill the terms of the grant.
16. In the event of a dispute arising under this Agreement, the parties agree to meet informally in a good faith effort to negotiate a resolution of the dispute. If the parties are unable to resolve the dispute, in accordance with the Interlocal Cooperation Act, Section 791.015, the parties shall submit any disputes arising under this Agreement to the alternative dispute resolution procedures authorized by Chapter 2009 of the Texas Government Code. Each party shall pay its costs and expenses including attorney's fees incurred during and facet of dispute resolution.
17. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
18. This Agreement shall be effective upon the date of the last of the parties to execute the same.

ARK-TEX COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Mary Beth Rudel, Executive Director

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Leslie McBride, Deputy Director

RIVERBEND WATER RESOURCES DISTRICT

By: \_\_\_\_\_  
Kyle Dooley, Executive Director/CEO

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rebecca Melton, HR Manager/Executive Assistant

DRAFT



**SPECIAL CALLED MEETING  
RIVERBEND WATER RESOURCES DISTRICT  
MONDAY, OCTOBER 7, 2024**

**AGENDA ITEM VI. B.  
RWRD RESO 20241007-02  
RRAD Analytical  
Services Contract**



**RIVERBEND RESOLUTION NO. 20241007-02**

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE SERVICE CONTRACTS WITH RED RIVER ARMY DEPOT FOR ANALYTICAL SERVICES**

**WHEREAS**, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas;

**WHEREAS**, Riverbend Water Resources District has a need for laboratory services to support its utility and other environmental services; and

**WHEREAS**, Red River Army Depot's Chemistry Laboratory provides certain needed services and is fully qualified and certified to perform these services;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of Riverbend Water Resources District authorizes the Executive Director/CEO to execute a service contract with Red River Army Depot for analytical services. In addition, the Executive Director/CEO shall be and is hereby authorized to enter into future service contracts with Red River Army Depot to provide analytical services for Riverbend Water Resources District as needed, within budget, and further reviewed by general counsel.

**PASSED and APPROVED this 7<sup>th</sup> day of October 2024**

\_\_\_\_\_  
Lynn Davis, President

\_\_\_\_\_  
Van Alexander, Secretary

Attached: Direct Sales Contract with Red River Army Depot



**DIRECT SALES CONTRACT W911RQ-25-C-DS01**  
**Riverbend Water Resources District**  
**228 Texas Ave. Suite A**  
**New Boston, TX 75570**

This Direct Sales Contract, **W911RQ-25-C-DS01**, is entered into as of the day signed by the Government Contracting Officer, between Riverbend Water Resources District, hereinafter referred to as the Buyer, and Red River Army Depot (RRAD), hereafter referred to as the seller.

**1. PURPOSE.** This contract establishes a contractual relationship and agreement between Riverbend Water Resources District, as the Buyer, and Red River Army Depot, as the seller, for the analytical testing of wastewater samples.

The testing and analytical services will be accomplished IAW Attachment A, Scope of Work/Specification for Analytical Services, dated 28 September 2023.

**2. PRICING.** Contract pricing is **\$14,165.00 per month** or **\$169,980.00** per year for the services listed in the reportable analysis category for outfalls from the Industrial Waste Treatment Plant (IWTP) and the Sewage Treatment Plant (X-Plant), along with daily screening analysis of IWTP

**3. TERMS AND CONDITIONS.**

- A. AUTHORITY.** This contract is entered into by the parties hereto under the authority of Title 10 US Code 2539b (a) (3) for the purposes set forth above.
- B. ACCEPTANCE – ENTIRE AGREEMENT.** This document shall constitute the entire agreement between the parties, and no change or modifications thereof shall be binding upon the parties unless mutually agreed to and signed by an authorized representative of each party.
- C. STANDARD OF SERVICE.** The Seller shall be responsible for, and shall cause others to be responsible for, compliance with all applicable laws, ordinances, rules, and regulations now in force or enacted or adopted in the future which pertain in any manner to the work to be performed under this agreement. Further, Seller shall ensure that all work under this agreement is performed in a professional manner. Seller warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Buyer shall have 30 days from receipt of items from Seller to inspect and accept the items. If any defect is discovered, Buyer shall give written notice within the 30-day acceptance period of the defect or nonconformance to the seller. This notice shall state

either (1) that the Seller shall correct or remedially perform any defective or nonconforming services, or (2) that the Buyer does not require correction or remediation.

- D. PAYMENT TERMS.** The Seller agrees to exert its best efforts to perform the services called for herein based on the Contract prices set forth herein, but the parties further understand and agree that Federal law (10 US Code 7543) requires advance incremental funding by the Buyer before any such work is undertaken by the Seller. The advanced incremental funding required by this contract is set forth in the payment schedule below. The Buyer also understands and agrees that the Seller will perform no work if such advance funding has not been received. The Buyer further understands and agrees that the Seller is legally prohibited from incurring costs in excess of the funds actually received from the Buyer as advanced funding. When the advanced funding limit is reached and all such funds are expended, the Seller will cease performance of work and will not initiate further work until additional funding is received. Funds should be made payable to the U.S. Treasury and sent to the following address:

Red River Army Depot  
Directorate for Resource Management TARR-R  
Bldg. 431  
Attention: Jeff Fluegge  
100 James Carlow Drive  
Texarkana, TX 75507-5000

- E. PAYMENT SCHEDULE.** The Buyer agrees to provide incremental funding for this contract in the amount of \$14,165.00 upon contract execution and an additional \$14,165.00 per month for the performance of work in the SOW. Additional analysis requested by Riverbend Water Resources District outside the normal scope of work will be billed on a per sample basis according to the Price List Guidelines found within the SOW.
- F. PRODUCTION AND DELIVERY SCHEDULE.** Buyer will provide samples to be tested to the Seller in accordance with Attachment A, "SOW - Specification for Analytical Services".

Seller will perform analytical service called for in this contract in accordance with the delivery requirements in the attached Scope of Work/Specification. **The period of service is 12 October 2024 through 11 October 2025.**

- G. DELAYS.** Seller agrees to notify the Buyer immediately if progress under this agreement is delayed in any manner. If delay is due to material breach in the responsibilities of the Buyer and over which the Buyer has control, the Seller agrees to notify the Buyer in writing of such a breach. However, in no case shall work be delayed due to a dispute under this contract. Any delay accepted by the Buyer shall be evidenced by written modification to this agreement. Seller shall continue to perform to the best of their ability until all work under this agreement is complete, subject to the availability of funding.
- H. INDEMNIFICATION.** As required by Title 10 US Code 7543(a)(6), the Buyer expressly agrees to hold harmless and indemnify the Seller and the United States to the extent authorized by applicable law, except in a case of willful misconduct or gross negligence, from any and all claims for property damage (including repair and replacement cost, and loss of beneficial use) and all claims for injury (including bodily injury and disease) or death to any person arising out of the performance of this contract or the sale of any article or service contracted for in this agreement. This hold harmless and indemnification requirement includes, but is not limited to, the cost of litigation (including Alternate Dispute Resolution (ADR) expenses, court costs, and Government attorney's fees) and all reasonable settlement expenses and costs.
- I. TERMINATION.** The Buyer may terminate this Agreement, in whole or in part, at any time by providing written notice via registered or certified mail to the Seller. Such notice must be signed by an official of the Riverbend Water Resources District with actual authority to issue such a contract termination. In such event the Seller will immediately comply with the termination directive and take all reasonable steps to minimize the incurrence of costs allocable to the termination. To the extent that an order is not terminated in whole, the Seller shall continue performance. Advanced incremental funding received in excess of cost incurred which results from such complete or partial termination will be reimbursed to the Buyer in an amount negotiated between the parties.
- J. CANCEL OR SUSPEND.** The Seller and the US Government reserve the right to cancel or suspend all or part of its performance under this contract in the event that such performance is deemed by the Department of Defense, the Department of the Army, or other Defense Command Agency (e.g. US Army Tank-automotive and Armaments Command), to interfere, for any reason, with the performance of work by the Seller on behalf of the Department of Defense in support of one of its contracts, or for any reason is determined to not be in the best interest of the United States. The right to cancel or suspend performance hereunder shall be in addition to the right reserved by the US

Government to cancel or suspend performance under this contract for unusual and compelling circumstances when the national interest of the United States so requires. The Buyer agrees that the seller shall not become liable to the Buyer as a result of such cancellation or suspension. When such a cancellation or suspension occurs, the Seller will return to the Buyer any advanced incremental funding received but not yet expended or incurred against the contract. Seller agrees to promptly notify the Buyer in the event the performance of this Contract is canceled or suspended pursuant to this provision.

- K. CHANGES.** During the performance of this Contract, the Buyer may require addition to, alterations of, or deductions or deviations (all hereinafter referred to as a “change”) to the scope of work for services to be furnished by the seller. No change shall be considered as an addition, alteration, or deduction, or deviation to the scope of work, nor shall Seller be required to perform such “change” services, nor be entitled to compensation for performance of same or work done pursuant to or in contemplation of a change unless a written modification to this Agreement is mutually agreed to and signed by an authorized representative of each party.
- L. DISPUTE PREVENTION.** Each party is committed to a dispute prevention atmosphere during the performance of this Agreement and each party recognizes that cooperation, rather than confrontation, is an effective and efficient way to accomplish a joint work effort. In furtherance of that goal, the parties agree to take steps to establish a cooperative process for evaluating progress and solving problems. The parties recognize that the development of a cooperative and structured team process for dealing with unexpected problems is a useful mechanism for establishing open communication and dispute prevention. The parties agree that the settlement of a dispute through a negotiated settlement or through alternate dispute resolution (ADR) methods to avoid litigation will increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. The parties further agree that when both parties recognize the existence of an issue in controversy that cannot be resolved by a timely negotiated settlement, the parties will elect to participate in an ADR process by agreeing to alternate procedures and processes to be used in lieu of formal litigation which includes participation by officials, or their representatives, of both parties that have the authority to resolve the issue in controversy.
- M. COMPLIANCE WITH LAWS.** Both parties recognize their responsibility to comply with all applicable federal laws, executive orders, and rules and regulations applicable to a Federal Installation during the performance of this Contract.

**N. DURATION.** This Contract is effective from the date of execution and will terminate upon 30 days written notice by either party, upon the completion of all Seller obligations under this Contract, or operation of Law.

**O. OPTIONS.**

- a. Option for Increased Quantity. The Buyer may have a requirement for the Seller to produce and deliver additional items identified in paragraph 1 or may have a requirement for the Seller to produce other similar items or to perform additional services during the course of this contract. Upon notification by the Buyer and agreement of the Seller that additional quantities or items may be added or services performed, a modification to the contract will be prepared to identify those items, quantities, prices, and delivery requirement. Additional funding will be provided with the executed modification prior to the Seller beginning the added work.
- b. Option to Extend the Term of the Contract. The term of this contract will not exceed 12 months unless otherwise extended. The contract may be extended beyond the 12-month period by modification of the contract; however, the contract, to include extensions, will not exceed a total of 24 months unless otherwise agreed to by both the Buyer and the Seller

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract effective as of the date indicated above.

\_\_\_\_\_  
Justin S. Reid  
Contracting Officer  
Red River Army Depot

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Kyle Dooley  
Executive Director/CEO  
Riverbend Water Resources District